

## Section I

### CONTRACT CLAUSES

#### I.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

#### Federal Acquisition Regulation (48 CFR Chapter 1) Clauses Incorporated by Reference

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS	(Dec 2001)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	(NOV 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUL 1995)
52.215-2	AUDIT AND RECORDS--NEGOTIATION	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA— MODIFICATIONS	(OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS	(OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES	(OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	(JAN 2004)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	(OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS	(OCT 1997)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(MAY 2004)
52.219-9 II	SMALL BUSINESS SUBCONTRACTING PLAN)--ALTERNATE II (OCT 2001)	(JAN 2002)
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	(JAN 1999)
52.222-3	CONVICT LABOR	(JUN 2003)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(APR 2002)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)	(JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.223-3 I	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA -- ALTERNATE I (JAN 1997)	(JAN 1995)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	(AUG 2003)
52.223-6	DRUG-FREE WORKPLACE	(MAY 2001)
52.223-10	WASTE REDUCTION PROGRAM	(AUG 2000)
52.223-11	OZONE-DEPLETING SUBSTANCES	(MAY 2001)
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	(MAY 1995)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	(AUG 2003)
52.225-1	BUY AMERICAN ACT-SUPPLIES	(JUN 2003)

52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	(DEC 2003)
52.227-1	AUTHORIZATION AND CONSENT	(JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	(AUG 1996)
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	(JAN 1997)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	(APR 2003)
52.232-1	PAYMENTS	(APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	(FEB 2002)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	(APR 1984)
52.232-11	EXTRAS	(APR 1984)
52.232-17	INTEREST	(JUNE 1996)
52.232-18	AVAILABILITY OF FUNDS	(APR 1984)
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	(APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS	(JAN 1986)
52.232-25	PROMPT PAYMENT	(OCT 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	(OCT 2003)
52.233-1	DISPUTES	(JUL 2002)
52.233-3	PROTEST AFTER AWARD	(AUG 1996)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	(APR 1984)
52.237-3	CONTINUITY OF SERVICES	(JAN 1991)
52.242-13	BANKRUPTCY	(JUL 1995)
52.243-1	CHANGES--FIXED-PRICE, ALTERNATE II (APR 1984)	(APR 1984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(MAY 2004)
52.245-1	PROPERTY RECORDS	(APR 1987)
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	(MAY 2004)
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	(APR 1984)
52.246-20	WARRANTY OF SERVICES [within 30 days from date of acceptance by the Government]	(MAY 2001)
52.246-25	LIMITATION OF LIABILITY—SERVICES	(FEB 1997)
52.248-1	VALUE ENGINEERING	(FEB 2000)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	(MAY 2004)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	(APR 1984)
52.249-14	EXCUSABLE DELAYS	(APR 1984)
52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

The following clauses are applicable only to additional services task orders that are placed utilizing a time and material contract type:

52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	(DEC 2002)
52.243-3	CHANGES -- TIME-AND-MATERIALS OR LABOR-HOURS	(SEPT 2000)
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	(MAY 2001)
52.249-6 IV	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)	(MAY 2004)

**Note:** The following clauses are applicable to all offerors with the exception of the Agency Tender:

52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	(JAN 1999)
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52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	(FEB 1997)
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	(MAY 1989)
52.244-2	SUBCONTRACTS	(AUG 1998)

**Note:** The following clause applies only to HUBZone firms submitting a proposal as a prime contractor under the acquisition and claiming the Price Evaluation Preference.

52.219-14	LIMITATIONS ON SUBCONTRACTING	(DEC 1996)
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**Note:** The following clause applies to the Agency tender to the extent detailed in OBM Circular A-76 Attachment C B.2. k. (page C-11).

52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	(MAY 1989)
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## **I.2 1052.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 1990) (DEVIATION)**

### **(a) Definitions.**

"Agency", as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action", as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract.
- (b) The making of any Federal grant.
- (c) The making of any Federal loan.
- (d) The entering into of any cooperative agreement.

(e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization", as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or an appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (c) A special Government employee, as defined in section 202, title 18, United States Code.
- (d) An individual who is a member of a Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or an other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for such work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other

technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors.

This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal action: The awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following condition

(i) *Agency and legislative liaison by own employees.*

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(I)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted any time.

(C) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action: (1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action-

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of any unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provision of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(I)(A) of this clause are permitted under this clause.

(ii) *Professional and technical services.*

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does

not apply in the case of-

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal or application for that Federal action or for meeting requirements imposed or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal or application for that Federal action or for meeting requirements imposed or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional" and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional or technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communication with a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communication with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly communications with the intent to influence made by an engineer providing engineering analysis prior to the preparation or submission of an bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officer or employees of a person.

*(iii) Selling activities by independent sales representatives.*

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to merits of the matter:

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

*(c) Disclosure.*

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes-

(i) A cumulative increase of \$25,000 or more in the amount paid or expect to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided by 31 USC 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any cost which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

### **I.3 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 3 November 2005 or at time of award, whichever is later through 2 November 2006. If options are exercised, through the end of each option period exercised up through May 2, 2011.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00 (per performance location site), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single repair or project in excess of \$500,000 (per performance location site);

(2) Any order for a combination of repairs or projects in excess of \$500,000 (per performance location site); or

(3) A series of orders from the same performance location site within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum- order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**I.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after May 2, 2011. If option periods are exercised, after the end of the performance period of each option exercised.

(End of clause)

**I.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 90 days of the subsequent fiscal year.

(End of clause)

**I.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 90 days of the subsequent fiscal year; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of Clause)

**I.8 DT1052.219-70 SF 294 AND SF 295 REPORTING (1997)**

In accordance with the clause entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan" in Section I and the contract schedule, SF 294 and SF 295 reports shall be submitted to the following personnel:

ADDRESSEE	SUBMIT SF 294	SUBMIT SF 295
Contracting Officer	Original	Original
Small Business Specialist Jodie Paustian 6009 Oxon Hill Road Oxon Hill, MD 20745	Copy	Copy
Department of the Treasury Office of Small Business Development (MMD) 1500 Pennsylvania Avenue, NW c/o 1310 G. Street, NW, Suite 400W Washington, DC 20220	N/A	Copy

(End of clause)

**I.9 DT1052.219-75 Mentor Requirements and Evaluation (January 2000)**

(a) Mentor and protégé firms shall submit an evaluation to the Department of the Treasury's OSBD at the conclusion of the mutually agreed upon Program period, the conclusion of the contract, or the voluntary withdrawal by either party from the Program., whichever occurs first. At the conclusion of each year in the Mentor Protégé Program, the prim contractor and protégé will formally brief the Department of the Treasury Mentor-Protégé Program Manager regarding program accomplishments under their mentor-protégé agreements.

(b) A mentor or protégé shall notify the OSBD and the contracting officer, in writing, at least 30 calendar days in advance of the effective date of the firm's withdrawal from the protégé's notice of withdrawal from the Program. (End of clause)



#### **1.10 IRSAP 1052.239.9007 – Access, Use or Operation of IRS Information Technology (IT) Systems by Contractors**

In performance of this contract, the contractor agrees to comply with the following requirements and assume responsibility for compliance by his/her employees:

##### **1. IRS Information Technology Security Policy and Guidance.**

All current and new IRS contractor employees authorized staff-like (unescorted) access to Treasury/IRS owned or controlled facilities and information systems, or work, wherever located, on those contracts which involve the design, operation, repair or maintenance of information systems and access to sensitive but unclassified information shall comply with the IRS Information Technology Security Policy and Guidance, Internal Revenue Manual (IRM) 25.10.1. A copy of IRM 25.10.1 may be requested from the contracting officer or Contracting Officer Technical Representative (COTR). **Notice:** The IRS Policy 87-04 which authorizes limited personal use of IT systems by IRS employees does not apply to contractor employees.

##### **2. Access Request and Authorization.**

Within (10) calendar days after contract award, issuance of a task order or other award notice, or acceptance of new or substitute contractor employees by the COTR, the contractor shall provide the COTR a list of names of all applicable contractor employees and the IRS location(s) identified in the contract for which access is requested. A security screening, if determined appropriate by the IRS and in accordance with IRM 1.23.2, Contractor Investigations, and Treasury Directive Policy (TD P) 71-10, Chapter II, Section 2, will be conducted by the IRS for each contractor employee requiring access to IRS' IT systems, or as otherwise deemed appropriate by the COTR. The Government reserves the right to determine fitness of a contractor employee assigned staff-like access under a contract and whether the employee shall perform or continue performance under the contract. Security screenings of contractor employee which reveal the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor, a record of arrests for continuing offenses, or failure to file or pay Federal income tax (not an inclusive list). Upon notification from the National Background Investigations Center (NBIC) of an acceptable contractor employee security screening, the COTR will complete an Online 5081, Information System User Registration/Change Request, for each prime or subcontractor employee and require an electronic signature from each employee indicating the contractor employee has read and fully understands the security requirements governing access to the Service's IT systems. IRS approval of the Online 5081 is required before a contractor employee is granted access to, use or operation of IRS IT systems. IRM 25.10.1 includes more detailed information on the Online 5081.

##### **3. Contractor Acknowledgement.**

The contractor also acknowledges and agrees that he or she understands that all contract employees must comply with all laws, IRS system security rules, IRS security policies, standards, and procedures. The contractor also acknowledges that a contract employee's unsanctioned, negligent, or willful violation of the laws, IRS system security rules, IRS security policies, standards, and procedures may result in the revocation of access to IRS information technology systems, immediate removal from IRS premises and the contract, and for violations of Federal statute or state laws, the contract employee may be arrested by Federal law enforcement agents.

#### 4. Unauthorized Use of IRS Resources

Contractor employees shall not use IRS information technology equipment/resources for activities that are personal in nature or illegal. Other types of actions that are unauthorized include but are not limited to:

- (a) Creating, copying, transmitting, or retransmitting greeting cards, screen savers, video, sound (including streaming video or music) or other large file attachments; subscribing to unofficial LISTSERVs or other services that create a high-volume of email traffic, or using e-mail practices that involve ongoing message receipt and transmission (referred to as instant messaging/messenger). Using "Push" technology on the Internet, (e.g. subscribing to a service, not authorized by the IRS, that gathers information and sends it out automatically to subscribers), and continuous data streams such as streaming stock quotes are inappropriate uses.
- (b) Accessing personal e-mail accounts such as AOL or Hotmail through the IRS Internet firewall, hacker's information or tools, chat rooms (involving instant messaging) or gambling sites;
- (c) Creating, downloading, viewing, storing, copying, or transmitting sexually explicit or sexually oriented materials such as adult pornography;
- (d) Downloading, copying, and/or playing of computer video games;
- (e) Posting agency information to external news groups, bulletin boards or other public forums without authorization; and
- (f) Accessing child pornography, bondage and bestiality, obscenity or other types of images that violate criminal law.

Any unauthorized use may be reported to the Contracting Officer's Technical Representative (COTR), the Contracting Officer, and the Department of Treasury Inspector General for Tax Administration (TIGTA).

#### 5. Replacement Personnel.

Replacement personnel must be acceptable to the COTR. The contractor shall agree to remove the person assigned within one day of official notification by the Government and provide a replacement within five days. New hires or substitutions of personnel are subject to an acceptable IRS security screening conducted by the IRS National Background Investigation Center (NBIC), prior to being authorized access to IRS facilities and information systems.

#### 6. Monitoring Notification.

IRS management retains the right to monitor both the content and the level of access of contractor employees' use of IRS IT systems. Contractor employees do not have a right, nor should they have an expectation, of privacy while using any IRS information technology system at any time, including accessing the Internet or using e-mail. Data maintained on government office equipment may be subject to discovery and Freedom of Information Act requests. By using government information technology systems, consent to monitoring and recording is implied with or without cause, including (but not limited to) accessing the Internet or using e-mail or the telephone. Any use of government information technology systems is made with the understanding that such use is generally not secure, is not private and is not anonymous.

#### 7. Subcontracts.

The Contractor shall incorporate this clause in all subcontracts, subcontract task or delivery orders or other subcontract performance instrument where the subcontractor employees will require access, use or operation of IRS information technology systems.

(End of Clause)

**I.11 52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Note: Federal hires on General Schedule pay rate currently performing duties falling under Department of Labor (DOL) Directory of Occupation wage grade labor categories

**AUSTIN**

	POSITION TITLE	PP	GD	WG-Step 1 W/32.85% Benefits.	DOL #	DOL JOB TITLE
1	General Foreman	WS	10	29.61	23400	Heating , Ref. & AC
2	Electric Power Controller	WG	11	24.03	23160	Electrician & Maintenance
3	Ld Utility Syst. Operator	WG	10	22.77	23400	Heating, Ref. & AC
4	Dispatch Clerk	GS	5	15.33	01118	Clerk IV
5	FM Clerk	GS	4	13.70	01118	Clerk IV
6	Foreman	WS	9	28.36	23400	Heating, Ref.& AC
7	Maintenance Worker	WG	9	21.52	23370	General Maint. Worker
8	Fac. Mgmt. Assistant	GS	7	18.98	01118	Clerk IV
9	Planner Estimator	WD	8	27.11	23400	Heating, Ref., & AC

**COVINGTON**

	POSITION TITLE	PP	GD	WG -Step 1 W/32.85 Benefits	DOL #	DOL JOB TITLE
1	General Foreman	WS	11	34.64	23400	Heating, Ref. & AC
2	Electrician	WG	11	26.74	23160	Electrician Maintenance
3	Lead Maint. Mechanic	WL	10	28.47	23370	Gen. Maint. Worker
4	Utl. Sys.Repair Op.	WG	10	25.84	23400	HVAC
5	Maint. Mechanic	WG	10	25.84	23370	Gen. Maint. Worker
6	Painter	WG	9	24.91	23760	Painter Maintenance
7	Plumber	WG	9	24.91	23800	Plumber Maintenance
8	Maint. Mech. Asst.	WG	8	24.02	23370	General Maint. Worker

**DC**

	POSITION TITLE	PP	GD	WG -Step 1 W/32.85 Benefits	DOL #	DOL JOB TITLE
1	General Foreman	WS	13	38.66	23400	Heating, Ref.& AC
2	Leader Utility.Sys.Opr.	WL	10	29.96	23400	Heating, Ref. & AC
3	Utility Sys. Repair Opr.	WG	10	27.21	23400	Heating, Ref & AC
4	Pipe Fitter	WG	10	27.21	23798	Pipe fitter Maint.
5	Electrician	WG	10	27.21	23160	Electrician Maint.
6	General Mech.	WG	10	27.21	23370	General Maint. Worker
7	Utility Sys.Opr. Helper	WG	5	19.17	23580	Maint.Trades helper
8	Planner/Estimator	WD	8	32.67	23400	Heating, Ref. & AC
9	Supervison (HVAC)	GS	13	40.04	N/A	N/A

**FRESNO**

	POSITION TITLE	PP	GD	WGStep 1 w/32.85 Benf.	DOL #	DOL JOB TITLE
1	General Foreman	WS	10	30.02	23400	Heating, Ref. & AC
2	A/C Equip. Mech.	WG	10	23.10	23400	Heating, Ref. & AC
3	Electrician	WG	10	23.10	23160	Electrician Maint.
4	A/C Equip. Operator	WG	10	23.10	23400	Heating, Ref. & AC
5	Maintenance Mechanic	WG	9	21.85	23370	Gen. Maint. Worker
6	Maintenance Worker	WG	7	19.37	23370	Gen. Maint. Worker
7	Supervisor	GS	13	40.04	N/A	N/A
8	Mngnt. Assistant	GS	5	15.33	01118	Clerk IV

**OGDEN**

	POSITION TITLE	PP	GD	WG-Step 1 w/32.85 Benf.	DOL #	DOL JOB TITLE
1	General Foreman	WS	10	32.55	23400	Heating, Ref.& AC
2	Lead Maint. Mech.	WL	10	27.54	23370	Gen. Maint. Worker
3	Maint. Mech.	WG	10	25.03	23370	Gen. Maint. Worker
4	AC Mechanic	WG	10	25.03	23400	Heating, Ref. & AC
5	Electrician	WG	10	25.03	23160	Electrician/Maint.
6	General Maint. Helper	WG	5	17.51	23580	Maint. Trades Helper

**PHILDELPHIA**

	POSITION TITLE	PP	GD	WG Step 1 w/32.85 Benf.	DOL #	DOL JOB TITLE
1	General Foreman	WS	11	34.71	23400	Heating, Ref.& AC

	POSITION TITLE	PP	GD	WG Step 1 w/32.85 Benf.	DOL #	DOL JOB TITLE
2	Equip. Mechanic	WG	10	26.06	23400	Heating, Ref.& AC
3	Electrician	WG	10	26.06	23160	Electrician Maint.
4	Painter	WG	9	25.04	23760	Painter Maint.
5	Electrician Worker	WG	8	24.11	23160	Electrician Maint.
6	Planner Est.	WD	8	31.99	23400	Heating, Ref.& AC

## Fringe Benefits:

- A. Total fringe benefit factor is 32.85 percent.
- B. Contribution of 5.7 percent of basic hourly rate for insurance (health and life), 25.45 percent for retirement, .25 percent for other fringe benefits and 1.45 percent for Medicare.
- C. Ten paid holidays as follows: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
- D. Paid annual leave (vacation) as follows: (i) 2 hours of annual leave each week for an employee with less than three years of service; (ii) 3 hours of annual leave each week for an employee with 3 but less than 15 years of service; (iii) 4 hours of annual leave each week for an employee with 15 years of service. (In the forgoing clause, the basic hourly rate by classification above shall be Wage Board Pay Schedule Step 2 for non-supervisory service employees and Step 3 for supervisory service employees. General Schedule Step 1 hourly rate is provided for both supervisory and non-supervisory General Schedule employees.

(End of clause)

